

EXHIBIT

#85

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY
CASE NO. 07-15195(MS)
CHAPTER 11

In re BAYONNE MEDICAL CENTER, :

Debtor, :

COPY

BAYONNE MEDICAL CENTER, :

Debtor and :

Debtor-in-Possession; and :

ALLEN D. WILEN, in his :

DEPOSITION OF:

capacity as Liquidating :

Trustee and Estate :

AVERY EISENREICH

Representative for the Estate :

of Debtor, Bayonne Medical :

VOLUME II

Center, :

(Pages 188-271)

Plaintiff, :

-vs- :

BAYONNE/OMNI DEVELOPMENT, :

L.L.C., a New Jersey limited :

liability company; et al., :

Defendants. :

B E F O R E:

SHARON B. STOPPIELLO, a Certified Court
Reporter and Notary Public of the State of New
Jersey, at the offices of GRUEN & GOLDSTEIN, ESQS.,
1150 West Chestnut Street, Union, New Jersey, on
WEDNESDAY, JULY 28, 2010, commencing at 10:03 a.m.,
pursuant to Notice.

DepoLink
Court Reporting & Litigation Support Services
Phone (973) 353-9880 Fax (973) 353-9445
www.depolinklegal.com

1 A. Correct.

2 Q. Do you recall getting it?

3 A. Not specifically.

4 Q. And in the second sentence of the
5 bottom e-mail it says, "Last night Avery Eisenreich
6 called me. Avery Eisenreich called Herman Brockman
7 at his drugstore and spoke to him directly. Herman
8 Brockman then called me." And then she goes on to
9 say, "This is the go-forward directive." My
10 question is, do you recall speaking to Connie Evans
11 by phone and speaking to Herman Brockman by phone on
12 or about November 30, 2006?

13 A. You mean Carrie Evans?

14 Q. I'm sorry, Carrie Evans, yes.

15 A. I remember speaking to Carrie
16 approximately a week before we closed, give or take.
17 She was in and out, then, I think she was just
18 returning. She told me speak to Herman. I called
19 up Herman, and that's it. So I did speak with
20 Herman.

21 Q. All right. Was that the first time
22 you had spoken to Herman Brockman?

23 A. Yes.

24 Q. So you spoke to him first by phone?

25 A. Yes.

1 Q. Did you then meet him in person?

2 A. At closing.

3 Q. At closing. So tell us everything

4 you recall about the conversation with Herman

5 Brockman which was by telephone?

6 A. It went something to the effect of I

7 have a contract with Bayonne Medical Center. He

8 says, "Yes." I said, "I want to get the closing

9 ready." He said, "Okay. Are all the issues taken

10 care of?" There were easement issues, there were

11 environmental issues. I said, "Yes, everything has

12 been taken care of." I said, "My million dollars is

13 going to be credited at closing?" He says, "Yes, a

14 hundred percent."

15 And he said the lease is getting canceled,

16 too. And I said, "Not so fast. Then it has to be a

17 credit against the purchase price." Because I

18 believe that the purchase price was too high without

19 the lease. To which I said to him, "I'll think

20 about it." I don't remember if I called him back

21 that night or I called him back the next day or

22 somewhere around there, and I said, "I'm fine, I'll

23 close."

24 Q. And that's all you recall that came

25 up in that conversation?

1 A. I said, "I'm calling you because
2 Carrie sent me to you." And that's when he told me
3 I think, "I fired Rob." And I'm handling these type
4 of issues day-to-day. I don't remember the exact
5 verbiage he said.

6 Q. Have you told us everything else you
7 recall about that conversation?

8 A. Those are the highlights.

9 Q. And that was around November 30,
10 2006?

11 A. Within a week before we closed. I
12 don't remember exact dates.

13 Q. The record will show the closing was
14 December 8, 2006.

15 A. Okay.

16 Q. So this is a week before? I'm just
17 asking you, is that consistent with your
18 recollection?

19 A. Approximately, yes.

20 Q. So you called him why? Did Carrie
21 tell you to call him?

22 A. Yes.

23 Q. What did she say that said now you
24 have to call Herman Brockman?

25 A. He's the one who has to make

1 decisions.

2 Q. Because Rob Evans was gone?

3 A. Correct. I don't think she told me
4 that. She said, "I just came back," blah, blah,
5 blah, "You have to call him. He's the one making
6 decisions now. Things have changed."

7 Q. So you call and you say I have a
8 contract, words to that effect?

9 A. You know who I am, blah, blah, blah,
10 I have a contract, and he said yes.

11 Q. He said yes. He sounded to you like
12 he already knew about this contract?

13 A. Correct.

14 Q. And you said I want to close already,
15 and he said, Are all the issues taken care of, words
16 to that effect?

17 A. Correct.

18 Q. And you raised that I want \$1,000,000
19 credited at closing; is that right?

20 A. I want my loan repaid with interest
21 at closing.

22 Q. And you're saying he knew about what
23 you were talking, from your testimony; is that
24 right?

25 A. A hundred percent.

1 Q. So the loan was not a surprise to
2 him, as far as you could discern from that
3 conversation?

4 A. Not at all.

5 Q. And then he raised the subject of the
6 lease?

7 A. He said the lease has to be canceled.

8 Q. And the lease was to run from you or
9 your entity to Bayonne Medical Center?

10 A. Correct.

11 Q. For the two floors?

12 A. Correct.

13 Q. And he said the lease is getting
14 canceled?

15 A. Correct.

16 Q. What did you say?

17 A. Why? I said, "I've got a couple of
18 issues with that. Number one, why, what's going on?
19 Number two, the purchase price is reflective of the
20 lease income." The lease value, really.

21 Q. Did you and he talk about the
22 purchase price?

23 A. Did I specifically say the purchase
24 price was \$2,000,000?

25 Q. Right.

1 A. I don't remember.

2 Q. Did the number \$2,000,000 come up?

3 A. I have no idea.

4 Q. So you said why, and you said the
5 purchase price reflects the lease, right?

6 A. Correct.

7 Q. What did you mean by that?

8 A. That the purchase price is too high.
9 The lease has value and I'm losing that value. I
10 want the purchase price lower.

11 Q. Why was the purchase price too high
12 without the lease?

13 A. Because the lease had value. It had
14 income associated with that lease and I'm losing
15 that.

16 Q. So how was it left with regard to the
17 lease in the conversation with Herman Brockman?

18 A. I told him I'll think about it.
19 Either I called him back that night or I called him
20 back the next day.

21 Q. So it was left open?

22 A. Until I called him back.

23 Q. I'm just trying to get the
24 conversation finished that you first had with Herman
25 Brockman. We've gone over everything that you

1 recall in the November 30 conversation, the first
2 conversation you had on or about November 30 with
3 Mr. Brockman?

4 A. That comes to mind, yes.

5 Q. Then what did you do after that to
6 determine what position you would take with regard
7 to his desire to cancel the lease?

8 A. I thought about my options, I thought
9 about what I would be willing to pay \$2,000,000 for
10 the land without the lease, figured out how much I
11 was into it at that point in soft costs, and made a
12 decision to close without the lease.

13 Q. You went through that in your head,
14 and then did you communicate that to Mr. Brockman?

15 A. I called him back that night or the
16 next morning. I don't know. I called him back
17 either that night or the next day to tell him I
18 would close. I'm content with them canceling the
19 lease.

20 MR. GRUEN: Did you get that, "with
21 them canceling the lease"? That was kind of
22 mumbled.

23 THE WITNESS: I'm sorry, with them
24 canceling.

25 Q. So you were going to relent on the

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Reporter and Notary Public of the State of New
Jersey, at the offices of GRUEN & GOLDSTEIN, ESQS.,
1150 West Chestnut Street, Union, New Jersey, on
FRIDAY, JULY 30, 2010, commencing at 10:06 a.m.,
pursuant to Notice.

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www.depolinklegal.com

COPY

DEPOSITION OF:

FRED R. GRUEN

1 note may have been forged is when you read Mr.

2 Brockman's examination.

3 A. That's my best recollection now.

4 Q. Right. And I'm trying to probe that
5 recollection, because prior to Mr. Brockman being
6 deposed, there was a subpoena served on your client
7 for documents relating to these issues. That's why
8 I'm probing to see if that jogs your memory if you
9 learned about it sooner than that. If you didn't
10 learn about it in connection with the closing, I
11 understand your testimony.

12 A. For sure I didn't learn about it
13 until this litigation. And my best recollection
14 continues to be that the first time I remember
15 hearing about that or learning about it is when I
16 read the 2004 transcript. I could be wrong, but
17 that's the way I remember it now.

18 Q. Prior to the litigation, did Avery
19 ever confide in you that he was concerned that the
20 promissory note had been forged?

21 A. No.

22 Q. Or that it was not appropriately
23 obtained by Ms. Evans?

24 A. No.

25 Q. You're familiar with the \$5,000,000

1 pledge, correct?

2 A. Yes. Familiar with it to the extent
3 that I'm litigation counsel and I've heard a lot
4 about it in the course of this case.

5 Q. Therein lies my area of inquiry.
6 When did you first learn about the existence of the
7 \$5,000,000 pledge?

8 A. At the closing.

9 Q. At the closing?

10 A. Correct.

11 Q. In December of 2006?

12 A. Yes.

13 Q. Who did you learn that from?

14 A. Avery.

15 Q. And what did he tell you?

16 A. Avery is to my right, Herman Brockman
17 I believe is across the table from me. Avery said,
18 "Now that the lease is dead," this is in words or
19 substance, "the pledge doesn't exist anymore." And
20 I said, "What did you say"?

21 Q. Who did he say that to?

22 A. To Herman. I said, "What are you
23 talking about?" And he told me that he had made a
24 pledge. I can't say that I remember what the amount
25 was. I do remember he said, "Yeah, I made a pledge,

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B E F O R E:

SHARON B. STOPPIELLO, a Certified Court
Reporter and Notary Public of the State of New
Jersey, at the offices of CONNELL FOLEY, L.L.P., 85
Livingston Avenue, Roseland, New Jersey, on
THURSDAY, MAY 6, 2010, commencing at 10:09 a.m.,
pursuant to Notice.

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1 what I mean? I borrow this money from you and I
2 know I have to pay it back.

3 Q. That's what you had in mind when you
4 talked about the "loan guarantee docs"?

5 A. Yes.

6 Q. I'm up to Number 5, which does not
7 have a Bates number on it, so I'm sorry, I can't
8 help, but it's entitled "Board of Trustees Meeting,
9 June 8, 2006 Minutes."

10 MR. FALANGA: It does have an
11 exhibit, D-4.

12 MR. GRUEN: It has an exhibit tab
13 from an earlier deposition on it, it's hard to read,
14 but it does say D-4.

15 MR. FALANGA: February 27th, '09.

16 MR. SAMSON: There's several minutes,
17 too.

18 MR. GRUEN: I'm just asking her to
19 look at the June meetings.

20 MR. SAMSON: Well, which one?

21 MR. GRUEN: June 8, 2006.

22 Q. Did you attend board of trustees
23 meetings?

24 A. As guests we did.

25 Q. Were you a guest at this meeting?

1 That's ridiculous," is what I said. "You're going
2 to get the benefit of our patient population. It's
3 true, we'll get other benefits other than leasing
4 back space from you." I remember the argument,
5 because I thought it was too high.

6 Q. That meeting that you're talking
7 about --

8 A. That was one of the space planning
9 meetings.

10 Q. Was that before or after this e-mail?

11 A. I think it was before that, because
12 we were still haggling about who was going to occupy
13 what space, what entities were going to be moved in.

14 Q. Did you have further conversations
15 with Avery after June 12 about this \$35 price, which
16 you say was just in the discussion phase at that
17 point?

18 A. I'm sure that I did. I can't recall
19 what, but I'm sure that I did. It was not something
20 that I thought was going to fit into budgetary
21 constraints.

22 Q. "We build out the space from the
23 framework. We close TCU." What does that mean?

24 A. Oh, the transitional care unit.
25 There was actually a subacute unit already open in

1 the hospital that was just not doing well at all.
2 It was a subacute unit. So if an acute patient was
3 okay to leave an acute floor, but not quite okay to
4 go home, they would go to this subacute unit. And
5 we would close -- that was part of the agreement.
6 Why would we have a nursing home floor adjacent to a
7 nursing home building.

8 Q. Meaning you would have a subacute
9 floor?

10 A. Correct. Why would we?

11 Q. So part of what you would be leasing
12 as you understood it was a subacute facility in the
13 new building?

14 A. No, that's not what I meant.

15 MR. FALANGA: Object to the form.

16 Q. Explain to me what you mean.

17 A. They were going to close the floor
18 they were using in the original footprint of the
19 hospital as a subacute unit and turn it into acute
20 beds, which made a lot more sense, or cardiac beds,
21 which made a lot more sense. Why would we need
22 subacute beds inside our building if there was a
23 nursing center right next door who we could use
24 those beds for subacute patients? The profit margin
25 on the cardiac/acute beds was much better, and the

1 nursing staff could be utilized for that.

2 Q. And "We build out the space," what
3 did that mean?

4 A. I'm assuming that it meant, and it is
5 an assumption, because I don't really know about
6 build out, I'm assuming it meant we put in our
7 walls. I know I had to put in the IT, because we
8 had already discussed that.

9 Q. So "build out the space" meant what
10 to you?

11 A. It meant that we put in our lines,
12 our TCIP lines, telecom, the information technology
13 setup, boards, all of that kind of stuff.

14 Q. You mentioned walls, floor?

15 A. Well, we'd need a wall.

16 Q. Ceilings?

17 A. Yes. That was my understanding of
18 "build out."

19 Q. And what did, "Nine latchkey beds
20 back to you" mean?

21 A. I don't know. I don't remember that.

22 Q. Look at the next exhibit, if you
23 will, Number 7.

24 A. Okay.

25 Q. Have you had a chance to read it?

1 A. I wasn't.

2 Q. Actually, it does say you were. Is
3 that you, Madams Evans and Giblin?

4 A. Oh, it is. So I guess I was there.

5 Q. So you were there?

6 A. Uh-huh.

7 Q. So let's review the minutes, then, of
8 the board of trustees meeting where you were
9 present. If we go to Page 4, under the title "For
10 Action," do you see that in the middle of the page?

11 A. Yes.

12 Q. There's a discussion of increasing a
13 loan from Pamrapo Savings Bank. Then there's a
14 discussion of the St. Vincent's Hospital
15 transaction. You were involved in the St.
16 Vicinity's, as well, you testified to that.

17 A. Uh-huh.

18 Q. Were you the key person involved?

19 A. Oh, no.

20 Q. Who was the key person?

21 A. You have to understand, the
22 transition meetings, there were about three a week,
23 and everybody had their section. So I was involved
24 in IT, huge, and the revenue cycle part. Steph had
25 all the clinicals. The key person for the

1 transaction in the beginning was Heather Aaron.

2 Q. And then Mr. Brockman is advising the
3 board that there's a stalking horse, there's a
4 deadline in July to submit bids, right? And there's
5 an issue with St. Vincent's trying to withhold The
6 Heart Institute from the deal. Do you have any
7 recollection of any of those issues? Wasn't The
8 Heart Institute a vital part of the St. Vincent's
9 acquisition, if you recall?

10 A. I knew about The Heart Institute, I
11 knew about it, but I wasn't really quite sure the
12 players, you know, the whole playing thing.

13 Q. Okay. So then Mr. Brockman gives the
14 report of the skilled nursing facility. And it
15 says, "By way of background, Mr. Brockman advised
16 that initially we were seeking to structure the
17 skilled nursing facility project as a land lease
18 arrangement with Omni Asset Management. It has
19 recently come to light that this will not be an
20 acceptable arraignment, given Bayonne Medical
21 Center's not-for-profit status."

22 So it goes on to say, "In order for Raymond
23 James to proceed with the bond financing and to move
24 forward with the skilled nursing facility project,
25 Mr. Brockman stated it may be necessary to sell the

1 land at the current market rate. He explained
2 further details of this proposal, and added that all
3 necessary covenants will be included to protect and
4 ensure the best interests of Bayonne Medical
5 Center." Do you remember Mr. Brockman giving that
6 report at the meeting?

7 A. I do not, but I understand what he
8 meant by the covenants, because they were the tested
9 ones, they were the tested covenants.

10 Q. You were familiar with the bond
11 covenants, correct?

12 A. I was familiar with the ones that
13 Paul was testing, yes.

14 Q. And what were those that he was
15 testing?

16 A. That you had to clear a
17 nonoperational assets of some kind. Like was it
18 being used for operations, and if it was there was
19 this applied, and if it wasn't this applied, that
20 kind of thing.

21 Q. The next page, if you could turn, it
22 says, "With no further questions, Mr. Brockman
23 presented the following resolution. For Action:
24 The Board of Trustees of Bayonne Medical Center
25 approves and authorizes administration to proceed in

1 this matter, and, if deems necessary, arrange for
2 the sale of the land at market value. Upon a motion
3 duly made, seconded and unanimously carried, this
4 resolution approved."

5 A. Okay.

6 Q. Do you have a recollection of being
7 present when that resolution was presented by Mr.
8 Brockman?

9 A. Do you want to know something? I
10 didn't even remember being at this meeting, guys.
11 It was four years ago. I don't dispute that that's
12 what he did.

13 MR. SAMSON: Do you remember it, yes
14 or no.

15 THE WITNESS: No, I don't remember
16 it.

17 Q. So you have no recollection of a
18 discussion about the purchase price for what Omni
19 was going to pay being discussed at this meeting;
20 isn't that true?

21 MR. GRUEN: Objection to form.

22 A. Do I remember at this meeting
23 somebody saying Omni is purchasing the nursing home
24 for \$2,000,000? The answer is no, I have no
25 recollection of that being said.

1 Q. And, in fact, there's no discussion
2 of that in Mr. Brockman's report, we can agree as to
3 that, correct?

4 A. That's correct.

5 Q. Let's turn to Exhibit 6 of Carrie
6 Evans-1. It's the e-mail you testified to earlier,
7 it's dated June 12th, 2006. It says, "A brief
8 summary of what we discussed." And, again, in this
9 e-mail there's a discussion of a \$2,000,000 sale
10 price, correct?

11 A. Yes.

12 Q. So between the meeting on June 8th
13 and June 12th, the sale price still hadn't been
14 confirmed; isn't that true?

15 A. No, that's not true. The sale price
16 was discussed way before June 8th. That was one of
17 the elements of this discussion. I think I said
18 this before. There was discussion before June 8th
19 about how much the sale price was going to be.
20 There was discussion before June 8th on the
21 remediation issues. There was discussion before
22 June 8th about the size of the leaseback. All of
23 those things were definitely discussed before
24 June 8th.

25 Q. Between you and Mr. Eisenreich?

1 A. And Mr. Mohrle and Marv Apsel and
2 Rob, and Rob Evans.

3 Q. But the resolution that Mr. Brockman
4 proposed at the meeting that you attended, even
5 though I recognize you don't recall it, didn't say
6 that the hospital authorized administration to sell
7 the building for \$2,000,000, correct?

8 A. I don't remember that being --

9 MR. SAMSON: The document speaks for
10 itself. She doesn't have any recollection.

11 Q. It said "fair market value;" isn't
12 that true?

13 A. Uh-huh, it did say that.

14 Q. Did you understand \$2,000,000 to be
15 the fair market value of the premises that was being
16 sold?

17 MR. GRUEN: Objection.

18 MR. SAMSON: Objection.

19 A. Based on what? On three appraisals
20 that all these other people had examined three weeks
21 from Sunday? These documents were in the possession
22 of these people before June 8th and they had the
23 ability to discuss them, I didn't.

24 MR. SAMSON: Just answer the
25 question, do you have any knowledge about what the

1 property was worth? Do you have any expertise on
2 that?

3 THE WITNESS: No, I don't.

4 MR. SAMSON: That's all you have to
5 say.

6 Q. Now, Exhibit 10 in the binder, I
7 believe you looked at this earlier, it's the
8 purchase and sale agreement.

9 A. I think I looked at the lease, sir.

10 Q. So take a moment to review that.

11 A. Okay.

12 Q. Have you ever seen that before?

13 A. I think I may have, I'm not sure,
14 though, Steve, I'm not sure.

15 Q. Do you recall when you might have?
16 You said you may.

17 A. Yeah, I may have.

18 Q. Do you know what the document is?

19 A. It's a purchase and sale agreement
20 (indicating).

21 Q. For what?

22 A. For the Bell building.

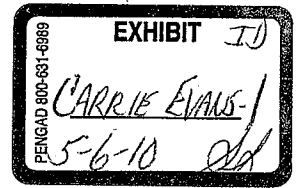
23 Q. What's it's dated?

24 A. It's dated August 24th, 2006.

25 Q. Do you know why the agreement was

EXHIBIT

#88



EISENREICH
BAYONNE MEDICAL CENTER

DEPOSITION
CARRIE EVANS

MAY 6, 2010

EXHIBITS 1 THRU 19

ONE OF TWO

Fred R. Gruen, Esq.
GRUEN & GOLDSTEIN
1150 W. Chestnut Street
Union, New Jersey 07083
(908) 687-2030

Exhibit

Carrie Evans

#7

From: Evans, Carrie [CEvans@bayonnemedicalcenter.org]
Sent: Tuesday, June 13, 2006 2:09 PM
To: Avery Eisenreich
Subject: RE:

DB just left with the terms for the land sale.
He will call and email Fred on the way back to his office.
I already have board resolution and we have tested the bond covenants to make sure we can transfer a non operating asset. It is fine.

As for loan agreement, I will speak to DB separately

That stays between us - not for public consumption.
What will suffice as loan "guarantee" docs? I will get them together with the loan agreement.

-----Original Message-----

From: Avery Eisenreich [mailto:averye@omnihsnj.com]
Sent: Tuesday, June 13, 2006 12:26 PM
To: Evans, Carrie
Subject: Re:

Get all info to fred gruen ie.have D.B send loan docs with corporate gauraty with ownership structure ,also have them start tiltle work please send fred a copy of the terms of deal so they both can get it done asap lastly do you need any releases to sell the property? Let me know when you get the above moving and I will call fred to push it

-----Original Message-----

From: Evans, Carrie <CEvans@bayonnemedicalcenter.org>
To: Avery Eisenreich <averye@omnihsnj.com>
Sent: Tue Jun 13 12:22:18 2006
Subject:

ok on the 8% - can you send me the million ?
Can you wire it in so I can rock and roll ?
I am losing valuable time ---PLEEESSEE.

:-)

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BMC v Omni
0050

EXHIBIT

#89

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DISTRICT OF NEW JERSEY
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B E F O R E:

SHARON B. STOPPIELLO, a Certified Court
Reporter and Notary Public of the State of New
Jersey, at the offices of CONNELL FOLEY, L.L.P., 85
Livingston Avenue, Roseland, New Jersey, on
THURSDAY, MAY 6, 2010, commencing at 10:09 a.m.,
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2 A. No.

3 MR. SAMSON: As opposed to another
4 date?

5 A. Yeah, right, as opposed to another
6 date?

7 Q. No.

8 A. No.

9 Q. If the deal you said was locked down
10 in June of --

11 A. That's not what I said, sir. I said
12 the resolution was put to paper is what I said.

13 Q. So it's your testimony that there
14 were still aspects of the deal that had yet to be
15 decided in June of 2006, when the resolution was
16 adopted?

17 A. That's not my testimony. I said I
18 don't know why it said August 24th. That's what I'm
19 saying, I don't know why.

20 Q. So it's your testimony that there
21 were no additional deal points that needed to be
22 worked out after June of 2006?

23 MR. GRUEN: Object to the form of the
24 question.

25 MR. SAMSON: Objection.

1 IT and transition stuff? He was on some of the
2 calls, he heard the IT and transition problems.

3 Q. No. How about talking to your
4 husband about how the hospital has no money?

5 A. Steve, are you ready for this? We're
6 newly married, we've got five kids between us, we're
7 trying to integrate two families, two ex's, if you
8 will, and all the problems that go along with that.
9 I actually wanted to stay married. So I didn't
10 bring this trauma home to my house. So I would
11 never have sat across the table from a man who was
12 already under a tremendous amount of pressure to
13 close a transaction with St. Vincent's, deal with a
14 board of directors, deal with what was clearly and
15 publicly a hostile community, because they didn't
16 want the merger. I'm now going to sit across his
17 dining room table and say, How much money does the
18 hospital have?

19 Q. What about conversations with your
20 husband at the hospital during work hours?

21 A. He was there, and he knew. Paul and
22 I had conversations that we had to build this out.

23 MR. SAMSON: Did you have
24 conversations with your husband at work, is that
25 what you're asking?

1 MR. FALANGA: That's what I asked.

2 MR. SAMSON: Just answer the
3 question.

4 A. Yes, I had conversations with him at
5 work, yes.

6 Q. And did you discuss borrowing money
7 from Mr. Eisenreich with your husband?

8 A. A loan? Me and Rob in a room,
9 saying, Oh, my gosh, we have to borrow money from
10 Mr. Eisenreich, because, as you heard, it's going to
11 cost more than a million dollars for the buildout,
12 is that what your question is?

13 Q. No. My question was: Did you
14 discuss with your husband borrowing money from Mr.
15 Eisenreich at the hospital?

16 A. Period. Yes, I did.

17 Q. And what did your husband tell you to
18 do?

19 A. He didn't tell me to do anything.
20 Paul and I had already had this discussion. Paul
21 and I discussed timelines. Because I said to Paul,
22 "When, when will we have any piece of this buildout
23 cash?" And he said, "We're not going to have any
24 piece of this buildout cash until after the
25 transaction is complete." I said, "Paul, I can't

UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY
CASE NO. 07-15195 (MS)
CHAPTER 11

In re BAYONNE MEDICAL CENTER, :
Debtor, :
BAYONNE MEDICAL CENTER, :
Debtor and :
Debtor-in-Possession; and : DEPOSITION OF:
ALLEN D. WILEN, in his : CAROLINE EVANS
capacity as Liquidating :
Trustee and Estate :
Representative for the Estate :
of Debtor, Bayonne Medical : VOLUME II
Center, : (Pages 230-412)
Plaintiff, :
-vs- :
BAYONNE/OMNI DEVELOPMENT, :
L.L.C., a New Jersey limited :
liability company; et al., :
Defendants. :

B E F O R E:

SHARON B. STOPPIELLO, a Certified Court
Reporter and Notary Public of the State of New
Jersey, at the offices of CONNELL FOLEY, L.L.P., 85
Livingston Avenue, Roseland, New Jersey, on TUESDAY,
JUNE 1, 2010, commencing at 9:27 a.m., pursuant to
Notice.

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1 an Eisenreich entity in or about July 2006?

2 MR. FALANGA: Object to the form.

3 A. As I remember them, it does.

4 Q. The next document is 31, on
5 June 20th, Carrie Evans to Avery Eisenreich, the
6 caption is "Loan documents for your approval." Do
7 you know what document that referred to?

8 A. I do not.

9 Q. Might that have referred to
10 Exhibit 30a that we just looked at.

11 MR. SAMSON: Objection to form.

12 A. You know, I don't remember if it
13 does, quite frankly.

14 Q. And the second page of this
15 Exhibit 31, do you know whether that document, Bates
16 0056, was included within your e-mail of June 20th
17 referring to the "Loan documents for your approval"?

18 A. I don't know if it was.

19 MR. FALANGA: Object to the form.

20 Just for the record, this is BMC v Omni 056.

21 Q. And the next document, 32, can you
22 identify that?

23 A. This is an e-mail from me to Avery
24 dated June 13th that I sent to him.

25 Q. And when you say, "Okay on the 8

1 percent," what were you referring to?

2 A. The term of the interest.

3 Q. Had that been approved by Paul
4 Mohrle?

5 A. Yes.

6 MR. FALANGA: Object to the form.

7 Q. And Exhibit 34, the second paragraph,
8 "As for loan agreement, I will speak to D.B.
9 separately," this is on June 13, 2006. You
10 identified this is an e-mail that you sent to Avery
11 Eisenreich?

12 A. Yes.

13 Q. And the "D.B." is D.B. Ross at the
14 Lindabury firm?

15 A. Correct.

16 Q. Do you know what it is you were going
17 to be speaking to him about?

18 MR. FALANGA: Object to the form. It
19 also calls for possible divulging of the
20 attorney/client privilege, which, for the record, we
21 discussed at the last deposition.

22 MR. GRUEN: So when I asked her
23 whether she knows what she intended to be speaking
24 to D.B. about, you think you're asserting the
25 privilege?